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the trust deed did not operate as constructive notice of complainant's rights; the instrument not being in defendant's chain of title.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 502-512; Dec. Dig. § 230.\* 13 Va.-W. Va. Enc. Dig. 599; 14 Va.-W. Va. Enc. Dig. 1063; 15 Va.-W. Va. Enc. Dig. 1050.]

Appeal from Chancery Court of Richmond.

Bill by William I. Gill against the Providence Forge Fishing & Hunting Club, Incorporated, and another. From a decree for complainant, defendants appeal. Reversed.

*Lamb & Lamb* and *Chas. L. Page*, of Manchester, for appellants.

*Christian, Gordon & Christian*, of Richmond, and *L. M. Nance*, of Roxbury, for appellee.

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BRADLEY et al. v. TOLSON.

June 10, 1915.

[85 S. E. 466.]

**1. Vendor and Purchaser (§ 33\*)—Fraud—Misrepresentations as to Quantity—Knowledge of Falsity.**—Reckless misrepresentations by an agent for the sale of land as to the quantity of the land are fraudulent regardless of the agent's knowledge of their falsity when he made them.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 38, 40-43, 66; Dec. Dig. § 33.\* 6 Va.-W. Va. Enc. Dig. 470; 14 Va.-W. Va. Enc. Dig. 469; 15 Va.-W. Va. Enc. Dig. 424.]

**2. Vendor and Purchaser (§ 336\*)—Fraud—Affirmance of Contract.**—Where a purchaser of land, after learning that the agent had misrepresented the quantity of land, wrote to the owners that he left it entirely with them as to whether they would do anything about it, and on their refusal to make any concessions finished paying for the land according to the contract, he cannot thereafter recover compensation for deficiency in quantity, even though he did not know, when he wrote the letter, that the agent knew his representations were false, since the agent's knowledge of the falsity was immaterial, and the purchaser affirmed the contract after he knew all the material facts.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. § 984; Dec. Dig. § 336.\* 6 Va.-W. Va. Enc. Dig. 482; 14 Va.-W. Va. Enc. Dig. 474; 15 Va.-W. Va. Enc. Dig. 426.]

**3. Contracts (§ 97\*)—Fraud—Affirmance.**—One who has elected to affirm a contract after learning of the fraud cannot thereafter disaffirm it.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 442-446;

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Dec. Dig. § 97.\* 6 Va.-W. Va. Enc. Dig. 482; 14 Va.-W. Va. Enc. Dig. 474; 15 Va.-W. Va. Enc. Dig. 426.]

Appeal from Circuit Court, Culpeper County.

Suit by F. S. Tolson against Peter B. Bradley and another. Decree for complainant, and defendants appeal. Reversed, and bill dismissed.

*Keith & Richards* and *J. Stuart White*, all of Warrenton, for appellants.

*William Horgan*, of Warrenton, and *J. G. Hiden*, of Culpeper, for appellee.

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EAST v. ATKINSON.

June 10, 1915.

[85 S. E. 468.]

**1. Specific Performance (§ 47\*)—Verbal Contract to Sell Land—Partial Performance.**—Where a verbal contract to convey land was certain, definite, and clear in its terms, and the purchaser went into possession when it was made, and continued in exclusive possession under it, and made improvements of substantial and peculiar value, there was such part performance as entitled the purchaser to compel specific performance.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 132; Dec. Dig. § 47.\* 12 Va.-W. Va. Enc. Dig. 541-556; 14 Va.-W. Va. Enc. Dig. 938; 15 Va.-W. Va. Enc. Dig. 915.]

**2. Specific Performance (§ 97\*)—Verbal Contract to Convey Land—Defense—Nonpayment of Purchase Money.**—In a purchaser's action to enforce specific performance of a partially performed verbal contract to convey land, it was no defense that plaintiff had not paid the installments of the purchase money as they became due, where time was not of the essence of the contract, and neither the vendor nor her agent demanded that such payments be made, until the agent, on succeeding to his principal's rights, without giving the purchaser reasonable notice, declared the contract forfeited for nonpayment of the purchase money.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 286-298; Dec. Dig. § 97.\* 12 Va.-W. Va. Enc. Dig. 571; 14 Va.-W. Va. Enc. Dig. 940; 15 Va.-W. Va. Enc. Dig. 916.]

Appeal from Circuit Court, Pittsylvania County.

Suit by W. P. Atkinson against G. W. East. From decree for complainant, defendant appeals. Affirmed.

*Clement & Clement*, of Chatham, for appellant.

*H. Dillard*, of Chatham, and *S. A. Anderson*, of Richmond, for appellee.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.